MRS-RCPSG Clinical PhD Standard Conditions

[from September 2024]

ROYAL COLLEGE OF PHYSICIANS AND SURGEONS OF GLASGOW

Funding a healthier future MEDICAL RESEARCH SCOTLAND

This document sets out the Conditions on which Medical Research Scotland and the Royal College of Physicians and Surgeons in Glasgow may offer to support a jointly funded three-year Clinical PhD Studentship.

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1. Definitions & Interpretation

1.1 In this document entitled "MRS-RCPSG Clinical PhD Standard Conditions" ("**Clinical PhD Standard Conditions**"), the words and expressions listed below shall, unless otherwise specified or the context otherwise requires, have the following meanings:

Administering Institution means the Administering Institution referred to in the application to MRS for a Studentship (normally the host University);

Clinical PhD Studentship means the three-year full time Clinical PhD Studentship awarded by Medical Research Scotland and The Royal College of Physicians and Surgeons of Glasgow in accordance with these Clinical PhD Standard Conditions;

Confidential Information means any and all information which the disclosing Party may from time to time disclose to the receiving Party which is identified by the disclosing Party as secret and confidential or which, by reason of its character or the circumstances or manner of its disclosure, is evidently confidential, including but not limited to such Intellectual Property as is not in the public domain at the date of this Agreement, research and development projects, product or services development, formulae, specifications, chemical compounds, derivatives, biological or other materials, inventions, ideas, concepts, data, procedures and designs of experiments, tests and the results of experimentation and testing, the research results until such time as publication is agreed to be made pursuant to Conditions 14.1 and 14.2 and the research data as set out in Condition 22 or any other know how or information relating to the disclosing Party's technical and proprietary information, business secrets or business affairs or finances or any other information designated as confidential by the disclosing Party whether belonging to the disclosing Party or a third party and whether disclosed orally, in writing, in digital form, in machine readable code or embodied in hardware or any other physical medium;

Data Protection Law means the Data Protection Act 2018; the UK GDPR as defined by section 3(10) of the Data Protection Act 2018; the Privacy and Electronic Communications (EC Directive) Regulations 2003; and all other UK legislation applicable to the privacy of personal data;

Good Industry Practice means the exercise of that standard of skill, diligence, prudence and foresight which could reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same type of undertaking under the same or similar circumstances;

Intellectual Property means all intellectual property rights of whatever nature (including without prejudice to the foregoing generality the patent rights, registered designs and trademarks, copyrights, plant variety rights, database rights, design rights, topography rights, internet rights, goodwill, domain names, utility model rights, semi-conductor topography rights, rights in confidential or proprietary information, rights in inventions and discoveries, know how, trade secrets, confidential information and other industrial or intellectual property rights of a similar nature which exist or arise anywhere in the world), in and to the Outcome for the full term of the Clinical PhD Studentship and any divisions, renewals, continuations, substitutions, registrations, confirmations, additions, extensions or re-issues thereof or applications therefor and any similar or analogous rights to any of the foregoing whether arising or granted under the law of Scotland or any other jurisdiction and any rights to apply for any of the foregoing;

Interruption of studies/voluntary suspension/leave of absence means a temporary, voluntary cessation of a student's studies for an agreed period of time that has been approved by the Administering Institution. The period of interruption/suspension/leave would normally not exceed one academic year.

MRS means Medical Research Scotland (the operational name of the Scottish Hospital

Endowments Research Trust), of Princes Exchange, 1 Earl Grey Street, Edinburgh EH3 9EE, with Scottish Charity Number SC014959 and references to it imply and include the Scottish Hospital Endowments Research Trust;

Outcome means all results, information, data, output, processes, creations, and/or inventions whatsoever, of the Clinical PhD Studentship, including all and any Intellectual Property therein;

Parties means the parties to which these Clinical PhD Standard Conditions shall apply (including Medical Research Scotland, The Royal College of Physicians and Surgeons of Glasgow and the Administering Institution) and the term Party shall be construed accordingly;

Clinical PhD Student means the PhD student recruited for the Clinical PhD Studentship;

Principal Supervisor means the first supervisor from the Administering Institution as named on the application form;

The Royal College of Physicians and Surgeons of Glasgow means The Royal College of Physicians and Surgeons of Glasgow, of 232-242 St Vincent Street, Glasgow, G2 5RJ, with Scottish Charity Number SC000847;

Royalties means the royalties to be paid to Medical Research Scotland and The Royal College of Physicians and Surgeons of Glasgow in respect of the commercial exploitation of the Outcome and in terms of Condition 18;

Supervisors means all of the supervisors as named on the application form**;**

SHERT means Scottish Hospital Endowments Research Trust, of Princes Exchange, 1 Earl Grey Street, Edinburgh EH3 9EE, with Scottish Charity Number SC014959 and operating under the name of Medical Research Scotland;

1.2 Words importing the singular shall also include the plural and vice versa.

1.3 References to a "person" include any natural person, any legal person, body or organisation incorporated or unincorporated or any other person, body or organisation whatsoever, as the context may require.

1.4 References to any statute, or to any statutory provision, including any regulation, statutory instrument, or other subordinate legislation derived from such statutory sources, shall include references to any statute or other statutory provision which amends, extends, consolidates or replaces the original statutory reference or which subsequently affects any such revised statutory reference.

1.5 References to any paragraph or Condition are references to such terms and other sub-divisions contained in these Clinical PhD Standard Conditions, unless otherwise specified.

1.6 The index and headings in these Clinical PhD Standard Conditions are for convenience only and shall not affect the construction of these Clinical PhD Standard Conditions.

1.7 Any reference to "including" shall be interpreted as meaning "including, without limitation".

1.8 Reference to any Scottish legal term for any action, judicial procedure, court, concept or principle shall, where appropriate, include any equivalent or the closest approximation to such term in any other relevant jurisdiction.

2. Governing Law & Jurisdiction

2.1 These Clinical PhD Standard Conditions shall be governed by and construed in accordance with Scottish law. The Parties irrevocably agree that the courts of Scotland are to have exclusive jurisdiction to settle any questions or disputes which may arise out of or in connection with these Clinical PhD Standard Conditions.

3. Abbreviations

ARRIVE	Animal Research Reporting of In Vivo Experiments
ESRC	Economic and Social Research Council
IP	Intellectual Property
MRS	Medical Research Scotland
NC3Rs	National Centre for the Replacement, Refinement & Reduction of Animals in Research
RCPSG	Royal College of Physicians and Surgeons of Glasgow
REC	Research & Ethics Committee
SHERT	Scottish Hospitals Endowment Research Trust

4. General

4.1 The Clinical PhD Studentship shall be carried out by or under the general direction of the Administering Institution named in the Clinical PhD Studentship award which shall be responsible for the conduct of the project.

4.2 If an application for funding for the Clinical PhD Studentship research project is made simultaneously to both MRS and RCPSG and another funding body, and both applications are successful, only one award may be accepted by the authorised parties from the Administering Institution not more than one funding award can be held for the same research project.

4.3 The start date of the Clinical PhD Studentship shall, unless otherwise agreed by the Parties, be the date as specified by MRS and RCPSG at the time of submitting the application, which will be between 1 August and 30 September of the academic year following the offer of a Clinical PhD Studentship Award ("**the Expected Start Date**"). Any alteration to the start date must be requested and approved by MRS and should be no more than 4 months later than the Expected Start Date. Awards starting more than 4 months after the Expected Start Date may be forfeited.

The Administering Institution shall notify MRS **of *any* events occurring during the Clinical PhD Studentship which could prejudice the completion date of the Clinical PhD Studentship**.

MRS should be informed as soon as practically possible, and within one calendar month of the first date of student absence at the latest, if there is a period of Clinical PhD Student absence through sickness or injury lasting more than 10 consecutive working days. For periods of absence for sickness or injury that are expected to, or do, last longer than 10 consecutive working days or a total of 15 working days in any academic year, payment of the Clinical PhD Studentship may be suspended, at the discretion of MRS and RCPSG. Sickness payment may be paid at the discretion of the RCPSG. The Principal Supervisor must inform MRS in advance of the dates of any planned or known, maternity, paternity or adoption leave to be taken by a PhD student funded by a MRS-RCPSG Clinical PhD Studentship and where not planned or known in advance, the Principal Supervisor must inform MRS as soon as possible of any such interruption of study/voluntary suspension/leave of absence. Payment of the Clinical PhD Studentship will be suspended for the period of maternity, paternity or adoption leave. Maternity, paternity or adoption leave payment may be paid at the discretion of RCPSG. If the Clinical PhD Student returns to their Clinical PhD research studies after maternity, paternity, adoption leave, on a lesser time commitment, MRS, RCPSG and the Administering Institution acting in good faith shall determine whether the period of the Clinical PhD Studentship should be extended to accommodate the new research study basis.

The Principal Supervisor must inform MRS in advance of the dates of any planned or known, interruption of study/voluntary suspension/leave of absence to be taken by a Clinical PhD student funded by an MRS-RCPSG Clinical PhD Studentship and where not planned or known in advance, the Principal Supervisor must inform MRS as soon as possible of any such interruption of study/voluntary suspension/leave of absence. Payment of the Clinical PhD Studentship will be suspended for the period of the interruption of studies/voluntary suspension/leave of absence. If the Clinical PhD Student returns to their Clinical PhD research studies after the interruption of studies/voluntary suspension/leave of absence, sickness or injury on a lesser time commitment, MRS, RCPSG and the Administering Institution acting in good faith shall determine whether the period of the Clinical PhD Studentship should be extended to accommodate the new research study basis.

If a student withdraws from the Clinical PhD Studentship before its successful completion, MRS and/or RCPSG may require partial or full repayment of funds paid to the Administering Institution. It is the responsibility of the Administering Institution to obtain any sums that may be due to be repaid by the Clinical PhD student and the Administering Institution shall be liable for repayment of the same to MRS and/or RCPSG. The requirement for repayment will be considered on a case-by-case basis and determined by MRS and/or RCPSG at their discretion.

4.4 **No change in the research protocol may be made without prior written agreement of MRS. Further, no change in the supervisors or Administering Institution as disclosed on the application form may be made without prior written agreement of MRS.**

MRS must be informed if such a change is required as soon as the Administering Institution is aware that a change is needed, and within 30 days at the latest. Failure to adhere to these conditions may result in termination of the Clinical PhD Studentship and the demand for partial or full repayment of funds with the exception of such funds which have been properly and legitimately spent on project work, as reasonably determined by MRS and/or RCPSG.

The Dean or equivalent and the Research Administrator of the Administering Institution shall be notified by MRS of termination of the Clinical Studentship and any requirement for repayment in terms of this Condition. It is the Administering Institution's responsibility to inform their Research Ethics Committee (REC), if appropriate.

4.5 The Administering Institution shall be responsible for the provision of the basic facilities required to support the work of the Clinical PhD Studentship and will ensure that additional resources are made available, if required, to ensure the Studentship progresses efficiently and effectively.

4.6 The Administering Institution shall be responsible for ensuring that all the necessary legal and regulatory requirements in order to conduct the research are met, and all the necessary licences and approvals have been obtained, before research funded by the Clinical PhD Studentship commences and for the duration of the Clinical PhD Studentship. Where any research funded by the Clinical PhD Studentship is to be conducted outside the United Kingdom, such legal and regulatory requirements, and such licences and approvals, should include those applicable in the relevant jurisdiction outside the United Kingdom and, as a minimum standard, meet those of the United Kingdom.

4.7 All the Clinical PhD Standard Conditions contained in this document will subsist, notwithstanding the termination of the Clinical PhD Studentship or the Clinical PhD Studentship period, unless otherwise agreed.

4.8 The Administering Institution shall be responsible for ensuring compliance with all conditions contained herein and the Research Governance Framework for Health and Community Care.

5. Personnel

5.1 The recruitment of the Clinical PhD student will be dealt with by the Administering Institution. MRS and RCPSG will have an ultimate power of veto in the appointment of the Clinical PhD Student.

5.2 It is the responsibility of the Administering Institution to enter into any contractual arrangements with the Clinical PhD student whose Clinical PhD Student salary is reimbursed from the Clinical PhD Studentship. Such contract should provide for the rate of pay and conditions of service normally applicable to the appropriate grade of the person employed by the institution up to a maximum rate of pay as specified in the MRS-RCPSG Clinical PhD Studentship Application Guidance Notes.

5.3 The Administering Institution must ensure that personnel working on the Clinical PhD Studentship must devote to it the appropriate amount of time in relation to the amount of financial support received from MRS and RCPSG. The appointed Clinical PhD Student should not undertake any routine NHS clinical work unless it forms an integral part of the Clinical PhD Studentship project. Any such clinical work undertaken during the Clinical PhD Studentships must be approved by MRS and RCPSG before it is undertaken. If MRS and RCPSG, acting reasonably, do not consider that an appropriate amount of time is being devoted to the Clinical PhD Studentship by the personnel working on it, they shall be entitled to terminate the Clinical PhD Studentship on giving written notice to the Administering Institution.

6. Research Expenses & Travel Allowance

6.1 The element of the Clinical PhD Studentship award attributable to Research Expenses and Travel Allowance shall be used exclusively in connection with the Clinical PhD Studentship and the Administering Institution shall, on request by MRS, produce such receipts and vouchers to evidence the Research Expenses and Travel Allowance spend on this basis.

6.2 Research Expenses include, for example, the cost of laboratory reagents and other reasonable expenses required to complete the proposed research, including animal housing expenses if applicable. The full cost of attendance at specialist training courses can also be covered from Research Expenses. Equipment, computers, IT equipment and software expenses are not covered, except in the case of specialist equipment and software fundamental to successful completion of the project, in which case, MRS's approval of the cost is required and clear justification for the equipment or software must be included with invoices submitted for payment. Research expenses cannot be used to pay costs relating to the protection of Intellectual Property.

6.3 The Principal Supervisor must ensure that any equipment funded by the Clinical PhD Studentship is purchased in accordance with the Administering Institution's procurement procedures in a manner that delivers value for money and is used for the research as described in the application. Maintenance and insurance are the responsibility of the grant holder.

Should the Principal Supervisor move to another institution within Scotland during the tenure of the award, or within three years of termination of the award, MRS reserves the right to require that the equipment be transferred with him or her after discussion, if necessary, with the Institutions concerned.

After the Clinical PhD Studentship has ended, the Administering Institution is free to use the equipment without reference to MRS, but it is expected to maintain it for research purposes for as long as is practicable.

6.4 Travel Allowance is to cover justified travel expenses incurred by the Clinical PhD Student in relation to their attendance at conferences/scientific meetings of

particular relevance to the Clinical PhD Studentship. All costs can be claimed including registration fees, travel, accommodation and subsistence.

7. Finance

7.1 The Administering Institution shall exercise financial control of the Clinical PhD Studentship. At the start of each year of the Clinical PhD Studentship, the Administering Institution shall advise MRS of the full quantum of Clinical PhD Student salary costs. Each year, subject to satisfying all relevant conditions, an annual allocation of the Clinical PhD Studentship shall be made by MRS to cover the agreed costs for the incoming year ("**the Annual Payment**").

7.2 MRS will **not** make any payments to the Administering Institution for any increase in the Clinical PhD Student salary which is above that agreed by MRS as set out in the Clinical PhD Studentship Award Letter.

7.3 MRS and RCPSG shall not be bound to reimburse claims for expenditure in any category in excess of the maximum stated in the Clinical PhD Studentship Award Letter or in excess of any amended maximum which has been agreed in accordance with Condition 19.1 and 19.2.

7.4 MRS shall pay claims only in respect of expenditure properly incurred during the currency of the Clinical PhD Studentship (as stated in the Clinical PhD Studentship Award Letter), or as has been agreed in accordance with Condition 19.1. The Administering Institution shall be bound to supply such additional financial information as may reasonably be required by MRS.

8. Privacy

8.1 **It is the responsibility of the Administering Institution to ensure that the requirements of Data Protection Law are fully observed.** In particular, the Administering Institution shall ensure at all times that any personal data collected in the course of the Clinical PhD Studentship shall be securely held and handled and that the anonymity of persons to whom the data refer shall be preserved in any report or publication. For the purposes of the Clinical PhD Standard Conditions, each of the Parties shall be independent data controllers.

9. Use of Animals

9.1 MRS and RCPSG will fund projects involving the appropriate use of animal models if justified. However, wherever possible, procedures should be used which do not involve live animals. When it is essential to do experiments involving animals, the requirements of the Animals (Scientific Procedures) Act 1986, must be scrupulously observed.

9.2 The Administering Institution shall be responsible for ensuring that research involving the use of animals complies at all times with the relevant laws and regulations of the host country. Any element of research funded by the Clinical PhD Studentship that is conducted outside the United Kingdom must, as a minimum standard, be conducted in accordance with the rules set out in UK legislation (Animals (Scientific Procedures) Act 1986) and in accordance with UK animal welfare standards.

9.3 Home Office licences or amendments to existing licences, or equivalents in other jurisdictions in the case that research funded by the Clinical PhD Studentship involving animals is conducted outside the United Kingdom, do not have to be obtained before an application for a Clinical PhD Studentship is submitted, but if a Clinical PhD Studentship is awarded then the necessary licences, or equivalents, must be obtained before any research involving animals is conducted.

9.4 All individuals involved in a Clinical PhD Studentship using animals must implement the principles in the cross-funder guidance 'Responsibility in the Use of Animals in Bioscience Research'. All individuals involved in a Clinical PhD Studentship using non-human primates must comply with the NC3Rs guidelines 'Primate Accommodation,

Care and Use'. The 'ARRIVE guidelines' should be used when designing experiments and reporting animal-based studies, taking into account the specific editorial policies of the journal concerned.

9.5 MRS and/or RCPSG may require the Administering Institution to demonstrate promptly, on request, that the regulations and guidelines concerning the use of animals in research have been adhered to (as specified in Condition 9).

9.6 Applications involving the use of animals may be referred by MRS and/or RCPSG to the NC3Rs for review.

10. Ethics

10.1 The Administering Institution shall be responsible for ensuring that it has in place formal written procedures for managing the process for obtaining any necessary or appropriate ethical and regulatory approval for the research funded by the Clinical PhD Studentship, and must ensure that any such ethical approval is in place at all relevant times during the Clinical PhD Studentship.

10.2 Ethical and regulatory approval does not have to be obtained before an application for a Clinical PhD Studentship is submitted, but if a Clinical PhD Studentship is awarded then the necessary approval must be obtained before any research requiring that approval is conducted. MRS and/or RCPSG reserves the right to decline an application on ethical grounds, even when ethical approval has been given by the appropriate Research Ethics Committee (REC).

10.3 The Administering Institution must inform MRS immediately if there is a delay or failure of ethical approval being granted. An explanation of the steps that are being taken to mitigate against prolonged delay or complete failure to gain approval must be included.

10.4 The Administering Institution must inform MRS immediately in the event of any adverse incident being reported to the approving ethical committee.

10.5 In all studies where human material (irrespective of origin) is used, the 'Codes of Practice' issued by the Human Tissue Authority must be followed.

10.6 MRS and/or RCPSG may require the Administering Institution to demonstrate promptly, on request, that any required ethical and regulatory approvals are in place, or were in place when research requiring approval took place and have been adhered to.

11. Safety

11.1 All research procedures and protocols should adhere to current legislation, standards and institutional policies. If the research proposed involves the use of genetically-manipulated organisms, the Administering Institution must ensure that both the procedures for such modifications and the recombinant organisms themselves have been approved by the Health & Safety Executive, for both laboratory use and, if appropriate, clinical use, or, in the case where research funded by the Clinical PhD Studentship is conducted outside the United Kingdom, the relevant jurisdiction's regulations and conditions for modification and use are complied with and, as a minimum standard, meet those of the United Kingdom.

11.2 Where the research involves equipment or procedures which may be hazardous (such as the use of radioisotopes, potential carcinogens or lasers) the Administering Institution must ensure that the requirements of the local safety committee, or, in the case where research funded by the Clinical PhD Studentship is conducted outside the United Kingdom, the relevant jurisdiction's equivalent, have been satisfied and that all appropriate safety procedures and regulations have been complied with and, as a minimum standard, those of the United Kingdom have been met. Liability for failures in this regard shall be the responsibility of the Administering Institution, MRS and RCPSG shall take no liability.

12. Reviews & Reporting Procedures

12.1 A Scientific Adviser or any authorised officer of MRS and/or RCPSG, or a group appointed on their behalf, must be able, reasonable notice having been given, to discuss progress of the Clinical PhD Studentship with the supervisors and the PhD student involved.

12.2 The Administering Institution must provide a **Set-Up Report** to MRS 3 months after the start of the Clinical PhD Studentship to confirm that the Clinical PhD Studentship is in progress in full accordance with the terms of the application including the identity all named personnel, except as otherwise previously agreed in writing with MRS and RCPSG.

12.3 The Administering Institution will **provide reports to MRS in such form as MRS and RCPSG may require, incorporating reports from the Clinical PhD Student as specified ("Reports").**

12.3.1 **Progress Reports** must be submitted by the Principal Supervisor in years 1 and 2 during the term of the Clinical PhD Studentship to confirm that the Clinical PhD Studentship is still in progress, that the Clinical PhD Student supported by the award is still in post, all supervisors as named remain involved and that the money paid has been applied for the purposes of the Clinical PhD Studentship, in accordance with its terms. The Annual Payment will not be made until such time as a satisfactory report is received. Any change of objective must be agreed with MRS in accordance with Condition 19.1. MRS must be provided with a Progress Report confirming whether or not any or all identifiable Intellectual Property arising from MRS-RCPSG-funded research is being considered for commercial exploitation of any type (see Condition 15.10).

12.3.2 A **Final Report** must be submitted by the Principal Supervisor at the end of the funding period and it must be lodged with MRS **within 3 months of the end date of the Clinical PhD Studentship**. This will include *inter alia,* a report on the student's progress towards examination, their likely next destination, and the Outcomes of the project.

12.3.3 A **Post-Completion Report must be submitted by the Principal Supervisor within one year of the end date of the Clinical PhD Studentship**. This Report will review the progress of the work funded and any commercial, industrial, and intellectual property rights arising from it, as well as an updated list (and copies) of publications.

12.3.4 Further reports may be required at any time by MRS and/or RCPSG.

12.4 An **electronic copy of the PhD thesis** must be submitted to MRS by the Principal Supervisor by the end of the funding period, unless otherwise agreed in writing.

12.5 If, in the view of MRS and/or RCPSG, any Report is deemed to have been unsatisfactory, funding will be suspended until such time as concerns have been addressed.

12.6 Should any of the above reports not be submitted timeously then the Dean or equivalent at the Administering Institution will be notified.

12.7 Copies of all final form publications originating from research funded by MRS and RCPSG, published either before or after the Final Report, must be provided to MRS. **All publications, including the thesis, arising from research funded by MRS and RCPSG must acknowledge the contribution provided by MRS and RCPSG**. Failure to comply with these Conditions will result in a formal letter being sent to the Dean or equivalent at the Administering Institution and shall constitute a material breach of these Clinical PhD Standard Conditions.

12.8 The Clinical PhD student may be required to present their work in person to MRS and/or RCPSG at some point throughout the tenure of their funding on provision of advance notice by MRS and/or RCPSG and the Administering Institution will require the student to comply with this condition. The Administering Institution will also require the Clinical PhD Student to take part in annual residential career and personal development events organised by MRS throughout the period of the Clinical PhD Studentship.

12.9 MRS and/or RCPSG shall be entitled to terminate the Clinical PhD Studentship, if the Administering Institution fails to adhere to these Clinical PhD Standard Conditions and MRS and/or RCPSG shall be entitled to the partial or full repayment of funds granted in terms of the Clinical PhD Studentship. The Administering Institution shall be responsible for the repayment of any funds in terms of this Condition. The Dean or equivalent and the Research Administrator of the Administering Institution shall be notified by MRS of termination of the Clinical PhD Studentship and any requirement for repayment in terms of this Condition.

13. Publicity about Financial Support and Objectives

13.1 The Administering Institution will ensure that details of the financial support given by MRS and RCPSG for the Clinical PhD Studentship and the scientific objectives of the research are publicised. MRS and RCPSG are required to publish such information themselves.

14. Publication or Disclosure of Results

14.1 If the Outcome of a Clinical PhD Studentship supported by MRS and RCPSG could reasonably be considered to be potentially suitable for commercial exploitation, whether patentable or not, then the Administering Institution must specifically draw this to the attention of MRS in writing as soon as reasonably practicable and, in any event, in good time *before* submission of the Outcome, or any part thereof, for publication. The Administering Institution is referred to the publication procedures set out in Condition 14.2 and is reminded that any form of prior disclosure whatsoever (including review by a publication committee) may prejudice subsequent filing of a patent application. The Administering Institution undertakes to bring these matters to the attention of all supervisors and students and shall ensure and procure that all supervisors, students, employees, visiting fellows, subcontractors and all other persons in receipt of MRS and RCPSG funding or working on a MRS-RCPSG funded activity are subject to obligations of confidentiality which ensure the confidentiality of the Outcome and that they comply with the terms of these Conditions 14.1 and 14.2.

14.2 MRS and RCPSG acknowledge that the Outcome of the Clinical PhD Studentship will be presented at seminars, symposia, international, national or regional professional meetings; and that data and reviews will be published in journals (as well as theses or dissertations that normally would be made publicly available through the Administering Institution's libraries). The Administering Institution shall not take any steps, or allow any third party to present, publish or make known the Outcome prior to protection of the Outcome and all Intellectual Property therein, including but not limited to the filing of any patent application. MRS and the RCPSG expect that, other than when commercial interests dictate, publications of the Outcome should be in an open access format (including both open access journals and availability of manuscripts through institutional repositories). Open access shall be interpreted in line with the Budapest Open Access Initiative *Ten years on from the Budapest Open Access Initiative: setting the default to open,* September 12 2012, that is …

Free availability on the public internet, permitting any users to read, download, copy, distribute, print, search, or link to the full texts of these articles, crawl them for indexing, pass them as data to software, or use them for any other lawful purpose, without financial, legal, or technical barriers other than those inseparable from

gaining access to the internet itself. The only constraint on reproduction and distribution, and the only role for copyright in this domain, should be to give authors control over the integrity of their work and the right to be properly acknowledged and cited.

https://www.budapestopenaccessinitiative.org/boai-10-recommendations

The Administering Institutions shall procure that the Supervisors shall take due cognizance of the need to protect patentable or commercially sensitive subjects and take all reasonable steps to ensure such protection, including for example, placing embargo on theses lodged with Universities.

14.3 **Acknowledgement of funding from MRS and RCPSG *must* be made by the Administering Institution in all publications, whether in printed or electronic journals, poster displays or oral presentations.** After formal acceptance of an award has been received, the Principal Supervisor in the Administering Institution will be provided with an electronic copy of the MRS and RCPSG logos, for appropriate use in poster displays, presentations and suitable publications. The Administering Institution shall be entitled to use and shall ensure that said logos are used for the purposes set out in these Clinical PhD Standard Conditions. Notwithstanding the termination or expiry of these Clinical PhD Standard Conditions, the rights granted to and obligations on the Administering Institution to use the logo and provide acknowledgement of funding from MRS and RCPSG shall survive.

15. Commercial, Industrial and Intellectual Property

15.1 MRS and RCPSG are committed to advancing healthcare through their support for biomedical research. As charities, MRS and RCPSG are under an obligation to ensure that the useful results of research that the funds are applied for the public good. To meet these objectives, MRS and RCPSG wish to encourage everyone involved in MRS-RCPSG-funded research to play an active role in ensuring the protection and exploitation of the Intellectual Property in the Outcomes and arising out of the research that MRS and RCPSG fund. The Administering Institution will be the Party leading the protection and commercialisation of any Intellectual Property arising from the Clinical PhD Studentship.

15.2 The Administering Institution will own all foreground Intellectual Property arising from the Clinical PhD Studentship.

15.3 The Administering Institution shall:

15.3.1 make available on a free of charge basis to the Clinical PhD Student any background Intellectual Property required for the purposes of carrying out the Clinical PhD Studentship;

15.3.2 notify MRS promptly in writing (and without exception) when Intellectual Property that may be of medical or commercial value is created, and ensure that such Intellectual Property is protected (to include the execution of appropriate confidentiality agreements by all parties) and not published or otherwise publicly disclosed prior to protection (while at the same time ensuring that potential delays in publication are minimised);

15.3.3 permit MRS and/or RCPSG to have reasonable access to personnel, facilities and information utilised in, or created or acquired pursuant to, a Clinical PhD Studentship or the exploitation and/or envisaged exploitations of the Outcome;

15.3.4 ensure that all employees, students, visiting fellows, contractors and all other person in receipt of MRS-RCPSG funding or working on a MRS-RCPSG funded activity are engaged on such terms that provide that ownership of the Foreground Intellectual Property arising from the Clinical PhD Studentship vests in the Administering Institution.

15.4 **No Intellectual Property created or acquired in connection with MRS-RCPSG-funded activity may be commercially exploited without MRS's prior written consent**, such consent not to be unreasonably withheld. In this context commercial exploitation includes, marketing, use for any commercial purpose or any licence, sale, assignation, materials transfer or other transfer of rights. As a condition of granting such consent, MRS, RCPSG and the Administering Institution shall prepare terms of commercial exploitation including the sharing of the benefits (such as revenues and equity) arising from the exploitation as between the Administering Institution, MRS and RCPSG, such agreement not to be unreasonably withheld or delayed.

15.5 **The Administering Institution must ensure that appropriate licences are in place if third-party Intellectual Property is used during the course of the Clinical PhD Studentship, and to further ensure that there is no infringement of third-party intellectual property rights or breach in the terms and conditions of said third-party licences.**

15.6 Subject to Conditions 15.8 and 15.9, if the Administering Institution does not protect or exploit the Intellectual Property to MRS and/or RCPSG's reasonable satisfaction and pursuant to these PhD Standard Conditions, within 6 months of its creation, MRS and/or RCPSG shall have the right, but not a duty, to protect and exploit such Intellectual Property either by themself or through a third party on behalf of MRS. The Administering Institution agree to do, and will ensure and procure that their employees, other personnel, subcontractors and students do, all acts required to assist MRS in such protection and exploitation (including to execute and deliver such further documents as may be required by law or are otherwise necessary or reasonably desirable to implement and/or perfect these Clinical PhD Standard Conditions).

15.7 Subject to Conditions 15.8 and 15.9, in order to support MRS and RCPSG's obligation to ensure that the useful results of research that they fund are applied for the public good, in the event that the Administering Institution does not protect or exploit the Intellectual Property to MRS and/or RCPSG's reasonable satisfaction pursuant to Condition 15.6 above, MRS shall inform the Administering Institution that it or RCPSG are not satisfied with any aspect of either the protection or the exploitation of the Intellectual Property by the Administering Institution. MRS and/or RCPSG shall give the Administering Institution a period of 3 months to remedy any points with which it is not satisfied.

15.8 MRS and RCPSG accept that Intellectual Property created or acquired in connection with MRS-funded activity may be the result of a wider research programme involving other students and personnel with funders other than MRS or the Royal College of Physicians and Surgeons of Glasgow. The Administering Institution agrees to provide written notice to MRS of any proposed third party funding which may be applied to the Clinical Studentship (at the time of application to MRS and the RCPSG for the funding of the Clinical Studentship). If MRS has been notified in writing of such additional funding source(s) pursuant to Condition 17.3, then the Administering Institution shall also send a copy of Condition 15.7 to such additional funding source(s). The Administering Institution shall not assign any rights or grant any licences or other rights to the Intellectual Property arising from the Clinical Studentship to any third party or mortgage or grant any form of security, option or charge for the Intellectual Property without the prior written consent of MRS and RCPSG, such consent not to be unreasonably withheld or delayed.

15.9 MRS and RCPSG shall consider any timeous approach made by such additional funding source(s) with regard to taking the protection and/or exploitation of the Intellectual Property forward in the event that the Administering Institution does not remedy the points of concern with the 3 month notice period in terms of Condition 15.7 and a grant of rights requires to be made.

15.10 The Administering Institution shall ensure that MRS and the RCPSG are provided with a Report on an annual basis, commencing on the first anniversary of the Expected Start Date, confirming whether or not any or all identifiable Intellectual Property arising from MRS-RCPSG funded research is being considered for commercial exploitation of any type by the Administering Institution.

This Report shall include an indication of whether any Intellectual Property has been identified arising from the research of the MRS- RCPSG funded Clinical PhD Studentship and provide updates on progress towards the targets for the protection and commercialisation of any such Intellectual Property. If no progress has, in MRS and/or RCPSG'S reasonable opinion, been made towards the protection and or commercialisation of any identified Intellectual Property, an explanation shall be provided by the Administering Institution as to why that is the case. Further, where Intellectual Property has been identified, but no steps have been taken towards its protection or commercialisation, the Administering Institution shall indicate what plans it has for rectifying the situation timeously.

15.11 It is accepted that commercial exploitation of Intellectual Property may take time to develop and may result from collaborative work, involving more than one funding source, over several years. Notwithstanding this, MRS requires that an Intellectual Property Manager or person suitably qualified in intellectual property monitors MRS-RCPSG funded research after completion of the funding award on a regular basis and ensures that MRS is advised in writing, on at least an annual basis, of progress of the exploitation of the MRS-RCPSG funded Clinical Studentship. In the event that a funded research Clinical Studentship cannot be commercialised (either alone or in collaboration with other funded research), the Administering Institution shall advise MRS of the reasons for this in writing as soon as reasonably practicable following such a decision being made to assist in future funding round decisions.

16. Consequences of Breach of Conditions

16.1 Should MRS and/or the RCPSG find that any of the Clinical PhD Standard Conditions have been breached to a material extent by the Administering Institution and/or that the MRS-RCPSG funded research has been exploited without consulting and accrediting MRS and/or RCPSG in accordance with these Clinical PhD Standard Conditions then MRS and/or RCPSG shall serve the Administering Institution with a notification of default letter and if the default is not rectified by the Administering Institution within 30 days of notice then, without prejudice to any other rights which MRS and/or RCPSG:

16.1.1 MRS and/or the RCPSG reserves the right to award no further grants to applicants applying from the Administering Institution;

16.1.2 In the case of a Clinical PhD Studentship in progress, MRS and RCPSG shall be entitled to withhold payment of any or all of the funding due until matters are resolved to the reasonable satisfaction of MRS and RCPSG;

16.1.3 The Administering Institution shall without prejudice to any other rights which MRS and/or RCPSG has or may have, on demand, pay to MRS and/or RCPSG sums that are equivalent to the grant awarded by MRS and RCPSG pursuant to the relevant Clinical PhD Studentship;

16.1.4 The Administering Institution shall without prejudice to any other rights which MRS and/or RCPSG has or may have, on demand, pay to MRS and/or RCPSG all costs and expenses (including legal costs and disbursements) incurred by MRS and/or RCPSG as a result of its breach of these Clinical PhD Standard Conditions.

17. Commercial Exploitation of Results

17.1 MRS and RCPSG, save as otherwise provided for in these Conditions, will not stipulate any method of commercial exploitation, this will be left to the Administering

Institution to determine. The Administering Institution shall notwithstanding the foregoing be responsible for dealing with the commercial exploitation of the Intellectual Property pursuant to these Clinical PhD Standard Conditions in accordance with Good Industry Practice and shall not undertake any acts or exploit the Outcome or Intellectual Property therein in any way which does, or is likely to bring MRS and/or RCPSG or the Intellectual Property arising from the Studentship into disrepute. If, in the reasonable opinion of MRS and/or the RCPSG, the Administering Institution breaches this Condition, MRS and RCPSG shall be entitled to terminate the Studentship immediately on giving written notice to the Administering Institution and the Administering Institution shall repay all funding received from MRS and/or RCPSG.

17.2 The Administering Institution shall develop and implement appropriate strategies and procedures for the identification, protection and exploitation of all Intellectual Property created or acquired in connection with MRS and RCPSG funded activity in accordance with these Conditions.

17.3 The Clinical PhD Studentship is awarded on the basis that MRS and RCPSG are the only funders of the project. The Administering Institution hereby undertakes to keep MRS and RCPSG fully informed of all circumstances regarding compliance with these Clinical PhD Standard Conditions and, in particular, shall inform MRS of any third parties who propose to provide funding with regard to the project as provided in Condition 15.8 above.

17.4 Where any Intellectual Property arising from the Clinical PhD Studentship is to be commercialised other than by way of licensing or the setting up of a Commercialisation Vehicle as specified below (condition 17.5), the Administering Institution shall inform MRS that this will be the case prior to any commercialisation of any Intellectual Property arising from the Clinical PhD Studentship.

17.5 Where work funded by MRS and/or RCPSG is to give rise to the creation of a company or other legal entity (the "Commercialisation Vehicle"), the Administering Institution shall notify MRS in writing in advance of the creation of the Commercialisation Vehicle and shall ensure and procure that the Commercialisation Vehicle is subject to and bound by substantially the same terms and conditions as imposed on the Administering Institution as set out herein including, but not limited to, the payment of Royalties to MRS and RCPSG.

18. Royalties

18.1 The Administering Institution shall, prior to commercialisation of the Outcome, negotiate in good faith the terms of Royalties to be paid to MRS and RCPSG.

19. Variation of Conditions or Specifications

19.1 No alteration, deletion or addition may be made to any of these Clinical PhD Standard Conditions, or any part of the Clinical PhD Studentship without the **prior agreement in writing** of MRS and RCPSG. In particular:

- any change of substance in the objectives of the project;
- any change of supervisors or students;
- any potential move of any of the supervisors or PhD student from the Administering Institution to another;
- any change of the maximum expenditure figure for each element of the grant given in the Clinical PhD Studentship;
- any change in the duration of the Clinical PhD Studentship;

must be so approved.

19.2 If MRS and RCPSG do not approve a change proposed by the Administering Institution as provided for in Condition 19.1, MRS and RCPSG may, after consultation with the Administering Institution (but at the discretion of MRS and RCPSG), cancel or renegotiate the arrangements for support of the Clinical PhD Studentship.

19.3 If MRS does not receive reports as required by Condition 12 above, MRS and RCPSG will cancel the arrangements for support of the Clinical PhD Studentship. MRS and RCPSG shall have no liability to the Administering Institution or the Commercialisation Vehicle for the cancellation or termination of the Clinical Studentship in terms of these Clinical PhD Standard Conditions.

20. Archiving of Research Data

20.1 The Administering Institution will ensure that the raw data/results resulting from the MRS-RCPSG funded Clinical PhD Studentship are stored for a minimum period of 10 years after completion of the Studentship. At any time during this period the data/results may be requested by MRS and/or RCPSG. In the case of long term/longitudinal studies/population surveys, it may be necessary for a longer period of storage in the interest of the Administering Institution, MRS and/or RCPSG. The Administering Institution is encouraged, where appropriate, to deposit data with a recognised data archive and/or data sharing repository.

21. Research and Financial Misconduct

21.1 It is the responsibility of the Administering Institution to **notify MRS and RCPSG immediately** if there is **any** indication that **research or financial misconduct has occurred** or may occur. Failure to do so shall entitle MRS and RCPSG, at their absolute discretion, to terminate or suspend the Clinical PhD Studentship. Reimbursement of inappropriate claims will be sought. The Administering Institution will take reasonable steps to ensure the avoidance of misconduct on any aspect of research funded by MRS and RCPSG.

22. Confidentiality

22.1 Each of the Parties undertakes: (i) to keep the Confidential Information confidential by taking commercially reasonable precautions, and at least those precautions which it uses to protect its own confidential information; (ii) only to use such Confidential Information for the purposes for which it was so disclosed or came into its possession under the relevant project or pursuant to these PhD Standard Conditions; (iii) not to disclose any Confidential Information to any third party (other than as specifically stated within these Clinical PhD Standard Conditions) without the prior written consent of the disclosing Party.

22.2 Each of the Parties undertakes to disclose Confidential Information of the other Party only to those of its officers, employees, agents and contractors, engaged by the disclosing Party who need to know such Confidential Information in connection with the relevant Clinical PhD Studentship or pursuant to these Clinical PhD Standard Conditions and only to the extent to which such disclosure is necessary for the purposes contemplated.

22.3 The obligations contained in this Condition 22 shall survive the expiry or termination of the relevant Clinical PhD Studentship for any reason but shall not apply to any Confidential Information which:

22.3.1 is publicly known at the time of disclosure to the receiving Party;

22.3.2 after disclosure becomes publicly known otherwise than through a breach of these Clinical PhD Standard Conditions by the receiving Party, its officers, employees, agents or contractors;

22.3.3 can be proved by the receiving Party to have reached its hands otherwise than by being communicated by the other Party including being known to it prior to disclosure, or having been developed by or for it wholly

independently of the other Party or having been obtained from a third party without any restriction on disclosure on such third party of which the recipient is aware, having made due enquiry;

22.3.4 is required by law, regulation or order of a competent authority (including any regulatory or governmental body or securities exchange) to be disclosed by the receiving Party, provided that, (i) where practicable, the disclosing Party is given reasonable advance notice of the intended disclosure and (ii) such disclosure shall only be made to the extent properly required;

22.3.5 or which is disclosed by the Receiving Party to its professional advisers, solely for the purposes of obtaining professional advice in respect of the Clinical Studentship and provided said professional advisers are subject to contractual or regulatory duties of confidentiality in respect of the Confidential Information.

22.4 Each Party shall promptly notify the disclosing Party (and MRS and RCPSG, if different) if it becomes aware of any breach of confidentiality by any person to whom it divulges all or any part of the Confidential Information and shall give the other Party all reasonable assistance in connection with any proceedings which the other Party may institute against such person for breach of confidentiality.

23. Dispute Resolution

23.1 In the event of a dispute arising pursuant to a Clinical PhD Studentship and/or these Clinical PhD Standard Conditions the Parties agree that they shall each in good faith attempt to resolve the dispute.

23.2 Work and activity to be carried out under the Clinical PhD Studentship shall not cease or be delayed by this dispute resolution procedure unless MRS and RCPSG notifies the Parties to the contrary.

23.3 The Parties acknowledge however that, notwithstanding the provisions of this Condition 23, nothing herein shall prevent any Party from seeking protective interim orders, bringing proceedings in any court of competent jurisdiction to protect the Intellectual Property or rights of confidentiality of that Party, or if a Party is clearly acting in bad faith in the conduct of the dispute resolution procedure or has committed a material breach of these Clinical PhD Standard Conditions or if the dispute has not been resolved within 21 days after this dispute resolution procedure has been invoked.

24. No Waiver

24.1 No modification, alteration or waiver of the provisions of this agreement by MRS or RCPSG shall be effective unless agreed upon in writing by or on behalf of MRS or RCPSG. No delay, omission or failure by MRS and/or RCPSG to exercise any right or remedy shall operate as a waiver by MRS and/or RCPSG. Any partial exercise of a right or remedy by MRS and/or RCPSG shall not preclude any other or further exercise of any such right of action by MRS and/or RCPSG.

25. Severability

25.1 If any of the paragraphs or Conditions or other provisions of these Clinical PhD Standard Conditions are found by an arbiter, court or other competent authority to be void or unenforceable, such provision shall be deemed to be deleted from these Clinical PhD Standard Conditions but the remaining provisions of these Clinical PhD Standard Conditions shall continue in full force and effect insofar as they are not affected by any such deletion. In the event of any such deletion, the Parties shall attempt to negotiate in good faith with a view to replacing the provisions so deleted with legal and enforceable provisions that have similar economic and commercial effect to the provisions so deleted.